

This instrument prepared by Plateau Properties, Inc., Trustee, P.O. Box 1400, Crossville, TN 38555.

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

GOODSTOCK SUBDIVISION

WHEREAS, Plateau Properties, Inc., Trustee, a Tennessee Corporation, is the owner of a development called Goodstock Subdivision, which subdivision is fully described by a plat of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, Page 349, to which plat reference is hereby made; and,

WHEREAS, for the benefit and protection of the present and future owners of lots in said subdivision, for the establishment and maintenance of sound values for the lots in said subdivision, and to promote a sense of neighborhood and community it is desired that certain covenants and restrictions be imposed on the lots in the subdivision and be made a matter of public record and all lots hereafter held, owned and conveyed in said subdivision shall be owned and conveyed subject to these recorded covenants and restrictions.

NOW, THEREFORE, for and in consideration of the above premises, Plateau Properties, Inc., Trustee, imposes upon the subdivision known as Goodstock Subdivision as described by a plat of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, Page 349 (and any corrected or supplemental plat hereafter placed of record), the following covenants and restrictions, all of which shall be deemed covenants running with the land:

1. Uses. The lot(s) shall be used solely and only for single family residential purposes. No commercial activity shall be allowed on any lot. No obnoxious or offensive activity shall be allowed on any lot; nor shall obnoxious or offensive materials be stored on any lot.
2. Types of homes allowed. All homes must be built on site. No mobile homes, modular homes, manufactured homes, trailers, or any type of moveable home shall be placed on any lot. No motor home, any other type of movable home, basement, foundation, unfinished dwelling, tent or garage shall be used at any time as a residence on any lot. No structure shall be moved from another site to a lot in the subdivision. No temporary buildings of any type or nature shall be maintained on any lot.
3. Home and out building specifications. All dwellings must contain at least 1,200 square feet of heated floor space, exclusive of porches, basements, breezeways and attached garages. Two detached out buildings, either garages or storage buildings, may be constructed on each lot provided that they are built of the same or substantially the same or similar material as that of the dwelling and are built to the rear of the dwelling. No dwelling shall exceed two and one-half (2 1/2) stories in height above a basement, and any house that is more than one story must have at least 1,000 square feet of heated and enclosed floor space on the first floor.
4. Construction. Construction of any dwelling must be completed within one year after construction starts. No dwelling shall be occupied until construction is substantially complete.
5. Appearance of homes and out buildings. The type of exterior architectural design, material and appearance of all structures constructed on any lot shall be substantially the same. All homes and out buildings must be constructed of new material and be of good quality workmanship. No concrete blocks are to be exposed to view. All roofs on all dwelling structures shall have pitch and not be completely flat.

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6. Property in general. Fences in front yards are allowed but must not be higher than three and a half (3½) feet tall, made of wood, vinyl or iron, but not wire of any type, and be of good workmanship. Backyards may be fenced provided that such fencing does not exceed a height of six (6) feet. All fences shall be constructed in a uniform and workmanlike manner. Swimming pools must be located to the rear of the residence. No signs shall be allowed other than those pertaining to official government business such as street signs, stop signs, etc. or for temporary purposes such as selling a house, in which case such signs shall be less than five (5) square feet. Permanent or long term storage of motor homes, boats, campers and other large vehicles shall be in garages or to the rear of the lot out of sight of the street. No lot shall be used for dumping junk, trash, waste materials, storing abandoned cars or for cars being repaired. No trees shall be cut within 25 feet of each side and rear lot line.
7. Animals. No animals shall be allowed, except domestic dogs and cats may be kept as pets, provided they are not kept, bred or maintained for commercial purposes.
8. Government regulations. A state health department approved septic system must be installed for each dwelling. Driveway culverts must conform to county specifications which currently require that culverts must be galvanized metal and be a minimum of 15 inches in diameter.
9. Setbacks and Easements. All buildings shall be set back at least 50 feet from the road right-of-way except lots 1, 24, 25 & 38 which are corner lots and which shall have a setback of 50 feet on Goodstock Road and 30 feet on side roads. For the benefit of all neighbors, a 10 foot utility easement is reserved on the sides and rear, and 20 foot along the road right-of-way of each lot. There shall be a 30 foot drainage easement along either side of the creek adjacent to lots 18, 19 and 21 on which no permanent structures shall be built.
10. Joining Lots. No lot shall be subdivided to form a smaller lot; however, lots may be joined to establish a larger lot in which case the utility easements shall only apply to the outside lines. Once joined these lots shall not be re-subdivided.

These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any lot in the subdivision, and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any lots in the subdivision to prosecute by any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent such person or persons from committing an act of violation or to damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceeding.

These restrictions shall be binding for a period of twenty (20) years from the date of recording, and shall renew automatically for periods of ten (10) years, provided, however, that these restrictions may be altered or amended at any time by the affirmative vote of not less than sixty seven (67%) percent of the owners of the lots in the subdivision.

Invalidation of any of these covenants or restrictions by the judgement of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

The captions used herein are for convenience only. If there is some doubt or conflict between the caption and detailed restriction, then the detailed restriction shall take precedence.

These covenants and restrictions herein set out shall only apply to the property included in the deed to which this schedule is made a part of. They shall not be held or construed as creating any requirement on the part of the

owner of the subdivision, its assigns and successors, to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any such property is contiguous or adjacent to said property or not, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owner(s), their respective heirs, successors or assigns, as to any other property which the developer owns or may hereafter own within the vicinity of said property by virtue of the property herein conveyed being the subject to the foregoing covenants and restrictions.

IN WITNESS WHEREOF, this declaration has been duly signed by the owner of Goodstock Subdivision this 10th day of December, 1999.

PLATEAU PROPERTIES, INC., TRUSTEE

Selmalee Harrison
Selmalee Harrison, President

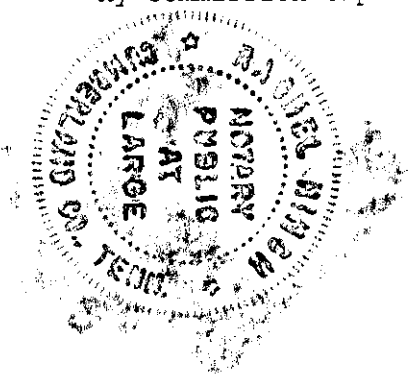
STATE of TENNESSEE)
COUNTY of CUMBERLAND) Before me, a Notary Public, in and for said State and County, personally appeared Selmalee Harrison, with whom I am personally acquainted and who, upon oath, acknowledged herself to be President of Plateau Properties, Inc., Trustee, the within named bargainor, a Corporation, and that she as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation by herself as President.

WITNESS my hand and seal of office at Crossville, Tennessee, this 10th day of December, 1999.

SEAL

Jacquel Hinch
NOTARY PUBLIC

My commission expires: 12-9-2000



State of Tennessee, County of CUMBERLAND
Received for record the 10 day of
DECEMBER 1999 at 2:22 PM. (REC# 226341)
Recorded in official records GENERAL IN
Book 1046 pages 1209-1211
Notebook 12 Page 25
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 14.00, Total \$ 14.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register REGINA HODGE

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